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Former Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

PARNELL COLVIN,

Plaintiff,

vs.

M.J. DEAN CONSTRUCTION, INC.;
DOES I through X; AND ROE
CORPORATIONS XI-XX, INCLUSIVE,
inclusive;

Defendant.

Case No.: 2:20-cv-01765-APG-EJY

**JESSE SBAIH & ASSOCIATES, LTD.'S
MOTION TO ADJUDICATE ATTORNEY'S
LIEN AND REDUCE LIEN TO JUDGMENT**

Jesse Sbaih & Associates, Ltd. ("JSA"), former counsel for Plaintiff Parnell Colvin ("Plaintiff") hereby moves the Court for an order adjudicating its attorney's lien and reducing said lien to judgment in the principal amount of \$10,470.00.

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1 This Motion is made and based on the following Points and Authorities; the Declaration of Ines
2 Olevic-Saleh, Esq. below; the papers on file herein, the exhibits attached hereto; and any oral argument
3 to be made at the time of the hearing of this Motion.

4 DATED this 7th day of July, 2023.

5 JESSE SBAIH & ASSOCIATES, LTD.

6
7 By /s/ Ines Olevic-Saleh
8 Jesse M. Sbaih (#7898)
9 Ines Olevic-Saleh (#11431)
10 The District at Green Valley Ranch
11 170 South Green Valley Parkway, Suite 280
12 Henderson, Nevada 89012
13 *Former Attorneys for Plaintiff*

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I.**

16 **LEGAL AUTHORITY**

17 This Honorable Court has ancillary jurisdiction over motions to adjudicate an attorney's lien
18 filed after a case has closed. *Cohen v. Gold*, 2018 WL 1308945, at *2 (D. Nev. Mar. 12,
19 2018)(citation omitted) (“Courts have ancillary jurisdiction over an award of attorney fees following
20 dismissal”).

21 Under Nevada law, “[t]here is no doubt, however, of the power of the court, in the action in
22 which the services are rendered, by means of its control over its processes and the parties, to enforce
23 or determine the validity of the attorney's claimed lien, by some appropriate proceeding, and to protect
24 the attorney against any attempt improperly to defeat the lien, . . .” *Earl v. Las Vegas Auto Parts,*
25 *Inc.*, 73 Nev. 58, 62, 307 P.2d 781, 783 (1957). Indeed, “[i]t is well recognized that as a condition to
26 granting substitution of attorneys the court may protect the original attorney by appropriate orders
27 relative to his compensation.” *Id.*

28 NRS 18.015(6) states that, “[o]n motion filed by an attorney having a lien under this section,
the attorney's client or any party who has been served with notice of the lien, the court shall, after 5
days' notice to all interested parties, adjudicate the rights of the attorney, client or other parties and

1 enforce the lien.” Pursuant to NRS 18.015(6), JSA is requesting that this Honorable Court adjudicate
2 JSA’s rights and reduce its attorney’s lien to judgment.

3 All procedural requirements have been satisfied for adjudicating the lien to judgment. Former
4 counsel for Plaintiff served a Notice of Lien by Certified Mail, Return Receipt Requested and
5 electronic service via email, on Plaintiff and Daniel Marks, Esq., Plaintiff’s counsel at the time. *See* a
6 true and accurate copy of JSA’s Notice of Attorney Lien attached hereto as ***Exhibit 1***. Therefore, a
7 judgment in favor of JSA in the amount of the \$10,470.00 lien is respectfully requested.

8 II.

9 **DECLARATION OF INES OLEVIC-SALEH, ESQ. IN SUPPORT OF MOTION TO** 10 **ADJUDICATE ATTORNEY LIEN TO JUDGMENT**

11 INES OLEVIC-SALEH, ESQ., being first duly sworn deposes and says:

12 1. I am an attorney licensed to practice law in the State of Nevada, and I am an attorney
13 with Jesse Sbaih & Associates, Ltd., the former attorneys for Plaintiff.

14 2. As there appears to be a dispute relating to JSA’s Notice of Attorney Lien, I
15 respectfully provide this Declaration in accordance with Rule of Professional Conduct 1.6(b)(5).
16

17 3. There is good cause for reducing JSA’s attorney’s lien to judgment.

18 4. Specifically, on or about June 24, 2021, Plaintiff terminated JSA’s representation and
19 Daniel Marks, Esq. substituted in as counsel for Plaintiff in the above-referenced matter.

20 5. At the time of the substitution of counsel, Defendant had made an offer to settle
21 Plaintiff’s claim for the sum of \$25,000.00, an amount that Plaintiff had rejected.

22 6. Under the Contingent Fee Agreements entered into between JSA and Plaintiff, JSA is
23 entitled to 40% of the \$25,000.00 settlement offer, which is \$10,000.00, plus costs. *See* a true and
24 accurate copy of the Contingency Fee Agreement attached hereto as ***Exhibit 1***.
25

26 7. On July 1, 2021, in accordance with NRS 18.015, JSA perfected its attorney lien in the
27 amount of \$10,470.00. *See Exhibit 2*.
28

1 8. Prior to its termination from the matter, JSA's attorneys spent well in excess of twenty
2 five (25) hours on, among other things, meeting with Plaintiff; preparing a demand to Defendant;
3 preparing and filing the Complaint on September 22, 2020; reviewing and opposing Defendant's
4 Motion to Dismiss; preparing a Countermotion to Amend the Complaint; preparing a proposed
5 Amended Complaint; preparing a Reply in Support of the Countermotion to Amend Complaint;
6 reviewing Defendant's Reply in Support of the Motion to Dismiss; preparing an extensive nine (9)
7 page single-spaced ENE statement; attending the January 12, 2021 ENE that lasted several hours;
8 reviewing the various court orders (ECF #19 and ECF #20); meeting with counsel and drafting the
9 Discovery Plan; preparing Interrogatories, Requests for Production of Documents, and Requests for
10 Admissions to Defendant; and reviewing Defendant's responses to Plaintiff's written discovery.

12 9. At the time said services were rendered, my hourly rate was \$400.00, a reasonable rate
13 for an attorney with 12 years of experience in civil litigation, which includes numerous matters in
14 employment law.

15 10. On October 31, 2022, Mr. Marks filed a Motion to Withdraw from representing
16 Plaintiff.

17 11. On January 7, 2023, Michael P. Balaban, Esq. made an appearance for Plaintiff.

18 12. On March 26, 2023, approximately two and half months after Mr. Balaban appeared in
19 the case, a Notice of Settlement was filed in the action.

20 13. On May 4, 2023, this Court entered an Order dismissing the case with prejudice.

21 14. To date, Plaintiff, through Mr. Balaban, has refused to honor JSA's lien in the amount
22 of \$10,470.00. *See* attached hereto as **Exhibit 3** email chain in which Mr. Balaban represents that
23 Plaintiff told him that JSA did not have a lien and, as a result, he did not know about JSA's lien when
24 he disbursed the settlement funds.

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CERTIFICATE OF SERVICE

I hereby certify that pursuant to FRCP Rule 5(b)(3) and LR IC 4-1(a), a true and correct copy of the foregoing document was electronically served via the Court's CM/ECF electronic filing system to the following persons on July 7, 2023:

Michael P. Balaban, Esq.
LAW OFFICES OF MICHAEL P. BALABAN
Current Attorneys for Plaintiff

Martin A. Little, Esq.
Robert L. Rosenthal, Esq.
HOWARD & HOWARD ATTORNEYS PLLC
Attorneys for Defendant

/s/ Ines Olevic-Saleh
Ines Olevic-Saleh